

Inmate Commissary Agreement

THIS AGREEMENT ("Agreement"), made this ____ day of February 2016, by and between Oasis Management Systems, Inc., a Georgia Corporation, with its principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and the Orange County Sheriff's Office, located at 100 E. Margaret Lane, North Carolina (hereinafter referred to as "Client").

1. **RIGHT AND TERM.** Oasis is hereby given and granted the exclusive right to operate all commissary services on the premises of the Orange County Detention Center ("Facility"), located at 125 Court Street, located in Hillsborough, NC. All profits or losses from the commissary operations will be for Oasis' account. The term of this Agreement ("Term") will commence on February ___, 2016 and will continue in force until February ___, 2019. Either party may terminate this Agreement upon written notice at least thirty (30) days prior to termination. Upon the conclusion of the original Term, if both parties agree, the Agreement will continue from year to year. At termination or the end of the Term, Oasis will be entitled to withhold from any amounts due to Client any past due monies owed to Oasis by Client.
2. **RELATIONSHIP OF PARTIES.** The parties intend that Oasis will be an independent contractor to Client. Nothing herein will be construed to create a partnership or relationship between the parties and neither will have the authority to bind the other in any respect.
3. **DUTIES OF OASIS.** (a) Inmate Commissary. Oasis will provide commissary service once a week to the inmates of the Jail. (b) Oasis shall operate from an off-site location. (c) Oasis shall package all orders in sealed clear plastic bags, contain a packing list in two copies, and list inmate balance remaining. (d) Compliance with Laws and Obtaining Licenses. Oasis will comply with all applicable ordinances, laws, and regulations pertaining to the operations covered by this Agreement and will obtain all necessary licenses. (e) Property Insurance. Oasis will maintain insurance policies on its property located in Client's premise for loss or damage by fire or other casualties. Each party hereby waives its respective rights of recovery, including subrogation, against the other's property as a result of fire or other casualties normally covered under standard broad form property insurance. (f) Insurance. Oasis will maintain in force at all times during the term hereof; worker's compensation insurance and public liability insurance. See Exhibit A.
4. **TECHNOLOGY HARDWARE** (a) Oasis shall install and maintain a Lobby Kiosk for the purpose of depositing funds to individual inmate accounts with a transaction fee not to exceed \$3.00 for cash deposits and \$3.00 for credit card transactions up to \$20.00. A 10% fee for credit deposits over \$20.00 will be assessed. The Orange County Detention Center agrees to no longer accept deposits at a cash window except in situations when the kiosk is down for repair or maintenance. (b) Oasis shall install and maintain a Booking Manager Kiosk in the booking area for the purpose of depositing inmate monies upon intake. A 10% fee for all credit card deposits will be assessed. (c) Oasis shall integrate with the current phone provider to allow commissary ordering by inmate telephone. (e) Oasis will install a no-fee at release debit card program. Oasis will provide the card scanner and debit cards at no cost to the Facility. There is a \$2.50 fee each week charged to the holder of the release debit card after the first 24-48 hours, charged to the remaining balance if any. (f) The Client will not incur any moving fees when the kiosks are relocated to the new facility. (g) Once a week, an authorized Facility staff member will empty the kiosks and take the money to

deposit in the bank. A summary of applicable fees is provided in Exhibit B, Description of Fees, attached hereto and incorporated by reference.

5. ACCOUNTING SOFTWARE/TRAINING. Oasis will install a complete inmate accounting software program. Oasis will provide training on the software installed in the Facility without charge. Oasis will integrate with the current OSSI jail management system at no cost to the Client. An Oasis IT Specialist will assist the Jail with two bank reconciliations without charge.

6. TITLE OF SOFTWARE. The Lockdown accounting software and any other improvements are and will remain the property of Oasis. This accounting software shall comply with Generally Accepted Accounting Principles. New software releases shall be provided to Client without charge. Oasis will retain all proprietary rights to software and software will remain the property of Oasis upon termination of this Agreement. Client will not permit its employees or agents to remove or in any way tamper with or change said software.

7. REMOVAL OF PROPERTY. Within thirty (30) days after the termination of this Agreement, Oasis will remove its property from Client's premises and will restore the Client's Facility to its state prior to the installation of all Oasis property at its own cost.

8. TERMINATION FOR CAUSE. If either party fails to perform its obligations under this Agreement, the non-defaulting party may terminate this Agreement upon (30) thirty days prior written notice.

9. NONDISCRIMINATION. The nondiscrimination clauses contained in Section 202 Executive Order 11246, as amended, relating to equal employment opportunity for all persons without regard to age, race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

10. PERSONNEL STANDARDS. Oasis ensures that all of its employees will maintain proper sanitary practices. Client will be allowed to do background checks in pre-qualifying Oasis employees. Information necessary to complete background checks of Oasis employees will be provided to Client at least 30 days before the employee begins work at the Client's Facility. Oasis and any of its employees on-site shall strictly adhere to the Facility's rules, regulations, and guidelines. Employees are required to have passed drug-testing.

11. RECORDS. Oasis agrees to keep an accurate record of all sales in connection with the operation of the commissary and will permit Client to examine such records during normal business hours upon reasonable notice to Oasis. These records shall be made available to Client in electronic format at no cost. Oasis shall certify the authenticity and accuracy of the records upon request by client.

12. CONTINGENCIES. Neither party will be liable for any nonperformance, in whole or part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the party such as war, sabotage, riot or other acts of civil disobedience, acts of third parties not within the control of the party, shortages of fuel, failures of power, accidents, fires, explosions, floods, or other acts of God. In the event that any contingency occurs, the party whose performance is affected will have a reasonable time in which to resume performance. Neither party may initiate binding arbitration. Any disputes shall be resolved by nonbinding mediation. Should

either party initiate litigation to settle any dispute involving the terms of the Agreement, such litigation shall be initiated in the General Court of Justice of North Carolina seated in Orange County, North Carolina.

13. CHANGE OF SCOPE. In the event Client adopts a future policy that affects the amount of commissary revenue by 3%, such as increasing the number of inmate deliveries per week, the Facility charging a booking fee, daily rate for being in jail, room and board rate, telephone commissary connection fees or any other process that would debit an inmate's account, Oasis and Client will negotiate new financial arrangements within ten (10) days after written notice to Client.

14. PRODUCTS, PROGRAMS, PRICING. Oasis shall offer a large selection of items and quality brand-name products. Selection and variety may be adjusted as mutually agreed upon by both parties. Any and all new products and/or specialty programs must be reviewed and approved by Client before being placed on menu or into service. Prices for the commissary items may not be higher than comparable item offered for retail sale in a sampling of drugstores, grocery stores, and convenience stores in the local area. Oasis agrees to maintain prices for the first year of the Agreement term. Commencing with the first anniversary date and subsequent anniversaries of the Agreement, Oasis will conduct a sampling of drugstores, grocery stores, and convenience stores in the local area of prices for commissary items and will provide same to Client. The prices may be increased, and shall be decreased when warranted, to reflect the current local market prices.

15. WAIVER. Failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver to enforce such or any other term on any other occasion.

16. INSURANCE. Oasis shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by Owner's Risk manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). If Owner's Risk Manager determines additional coverage is required, such additional insurance shall be designated here _____. Oasis shall not commence work until such insurance is in effect and certification thereof has been received by the Owner's Risk Manager.

17. MODIFICATION. No modification of any of the terms and conditions of this Agreement will be effective unless such modification is expressed in writing and signed by both parties.

18. ENTIRE AGREEMENT. This Agreement and the Exhibits (Certificate of Liability Insurance and Description of Fees) hereto contain the entire understanding of the parties with respect to the subject matter hereof.

19. BINDING EFFECT. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors, assigns, and representatives.

20. NOTICE. Notice means written notice, by certified mail or verified facsimile or personally delivered, to the address as either party may designate for itself by written notice to the other.

21. FINANCIAL ARRANGEMENTS. (a) Commissions to Client: Oasis will pay Client a commission amount of 35% of net sales ("Commission Amount"). "Net Sales" is defined as total commissary sales sold by Oasis, minus any applicable taxes, postal products, and refunds. (b) Accounting and Reporting. After the end of each week, Oasis will submit a report of Net Sales and an itemization of the Client Commission during the preceding week period. The Orange County Detention Center agrees to pay Oasis weekly for all items purchased through the Inmate Commissary. An interest rate of 1 1/2 % will be assessed to all accounts in excess of thirty days. (c) Offset. Oasis will be entitled to withhold from any amounts due to Client any past due amounts owed to Oasis by Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY: _____

DATE: _____

ORANGE COUNTY SHERIFF'S OFFICE

BY: 

DATE: 01-27-2016

This instrument has been approved as to form and legal sufficiency.

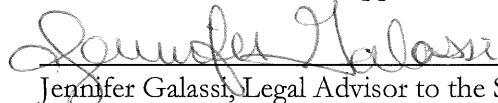

Jennifer Galassi, Legal Advisor to the Sheriff.

Exhibit B

The following chart describes Oasis Hardware and corresponding fees.

Description of Fees

Hardware	Fees
Deposit Kiosk	<ul style="list-style-type: none">◆ Cash Transaction: \$3.00◆ Credit Card Transaction (up to \$20): \$3.00◆ Credit Card Transaction (\$20.01 and up): 10% of deposit
Debit Card Release	<ul style="list-style-type: none">◆ No fee for first 24 hours◆ After first 24 hours, \$2.50 a week
Booking Manager	<ul style="list-style-type: none">◆ Credit Card Deposit: 10% of deposit

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pritchard & Jorden, Inc.
950 East Paces Ferry Road NE
Suite 2000
Atlanta GA 30326-1384

CONTACT
NAME: Aisha Robertson
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EMAIL: arobertson@pjins.com

INSURED

Oasis Management Systems, Inc.
Karyn Ibert
5320 Lake Pointe Ctr Dr Ste A
Cumming GA 30041

OASIS-1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:Continental Casualty Company	20443
INSURER B:Harleysville Insurance Co	14168
INSURER C:Nationwide Mutual Insurance Co	23787
INSURER D:Guarantee Insurance Company	11398
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1017042944

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR WDG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
						GENERAL LIABILITY	COMBINED SINGLE LIMIT (Per accident)	BODILY INJURY (Per person)
B C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SPP000000657503 TBD	2/1/2015 2/1/2015	2/1/2016 2/1/2016	EACH OCCURRENCE DAMAGES TREATED PREMISES (Per occurrence)	\$1,000,000 \$1,000,000	
						MED EXP (Per one person)	\$15,000	
						PERSONAL & ADV INJURY	\$1,000,000	
						GENERAL AGGREGATE	\$2,000,000	
						PRODUCTS - COMMODITY AGG	\$2,000,000	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS	BAD000000657495	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
						Physical Damage	\$1,000,000	
B	UMBRELLA LIAB X EXCESS LIAB	OCUR CLAIMS-MADE	CMB000000657478	2/1/2015	2/1/2016	EACH OCCURRENCE	\$5,000,000	
						AGGREGATE	\$5,000,000	
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCP101123501GIC	1/31/2015	1/31/2016	X WC STATUTORY LIMITS EL EACH INCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	
A A	Crime Crime Network Security & Privacy		425538309 425538309	2/1/2015 2/1/2015	2/1/2016 2/1/2016	Client Property / Theft of Money & Sec Per Event	\$1,000,000 \$1,000,000 \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Orange County Sheriff's Office
106 E. Margaret Lane
Hillsborough, NC 27278

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Mellars